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15
16 UNITED STATES DISTRICT COURT
17 EASTERN DISTRICT OF CALIFORNIA
18

19 ROBERT BIELBY, an individual;

20 Plaintiff,

21 v.

22 MICRON TECHNOLOGY INC., a
Delaware corporation; and Does 1-10,
23 inclusive;

24 Defendants.
25
26
27
28

Case No. 2:23-cv-2356-KJM-CKD

**STIPULATED PROTECTIVE
ORDER**

1 A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Stipulated Protective Order. The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords from public disclosure and use extends
9 only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles. The parties further acknowledge, as set forth
11 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to
12 file confidential information under seal; Local Rule 141 sets forth the procedures
13 that must be followed and the standards that will be applied when a party seeks
14 permission from the court to file material under seal.

15 The entry of this Stipulated Protective Order does not alter, waive, modify, or
16 abridge any right, privilege or protection otherwise available to any Party with
17 respect to the discovery of matters, including but not limited to any Party's right to
18 assert the attorney-client privilege, the attorney work product doctrine, or other
19 privileges, or any Party's right to contest any such assertion.

20 B. GOOD CAUSE STATEMENT

21 This action is likely to involve personal, commercial, and/or proprietary
22 information for which special protection from public disclosure and from use for
23 any purpose other than prosecution of this action is warranted. Such confidential
24 and proprietary materials and information consist of, among other things,
25 confidential business or financial information, information regarding confidential
26 business practices, or other confidential research, development, or commercial
27 information (including information implicating privacy rights of third parties),
28

1 sensitive personal information including employment records, medical records,
2 information otherwise generally unavailable to the public, or which may be
3 privileged or otherwise protected from disclosure under state or federal statutes,
4 court rules, case decisions, or common law. Accordingly, to expedite the flow of
5 information, to facilitate the prompt resolution of disputes over confidentiality of
6 discovery materials, to adequately protect information the parties are entitled to keep
7 confidential, to ensure that the parties are permitted reasonable necessary uses of
8 such material in preparation for and in the conduct of trial, to address their handling
9 at the end of the litigation, and serve the ends of justice, a protective order for such
10 information is justified in this matter. It is the intent of the parties that information
11 will not be designated as confidential for tactical reasons and that nothing be
12 so designated without a good faith belief that it has been maintained in a
13 confidential, non-public manner, and there is good cause why it should not be part
14 of the public record of this case.

15 2. DEFINITIONS

16 2.1 Action: *Bielby v. Micron Technology, Inc.* (Case No. 2:23-cv-
17 02356-KJM-CKD).

18 2.2 Challenging Party: a Party or Non-Party that challenges
19 the designation of information or items under this Order.

20 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
21 how it is generated, stored or maintained) or tangible things that qualify for
22 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
23 the Good Cause Statement.

24 2.4 “CONFIDENTIAL—Attorneys’ Eyes Only” means a party believes in
25 good faith that, despite the provisions of this Protective Order, there is a substantial
26 risk of identifiable harm to the Producing Party or a Non-Party if particular
27 documents it designates as “Confidential” are disclosed to all other parties or non-
28 parties to this action. When this occurs, the Producing Party may designate those

1 particular documents as “CONFIDENTIAL—Attorneys’ Eyes Only.”

2 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
3 their support staff).

4 2.6 Designating Party: a Party or Non-Party that designates information or
5 items that it produces in disclosures or in responses to discovery as
6 “CONFIDENTIAL” or “CONFIDENTIAL—Attorneys’ Eyes Only.”

7 2.7 Disclosure or Discovery Material: all items or information, regardless
8 of the medium or manner in which it is generated, stored, or maintained (including,
9 among other things, testimony, transcripts, and tangible things), that are produced
10 or generated in disclosures or responses to discovery in this matter.

11 2.8 Expert: a person with specialized knowledge or experience in a matter
12 pertinent to the litigation who has been retained by a Party or its counsel to serve as
13 an expert witness or as a consultant in this Action.

14 2.9 House Counsel: attorneys who are employees of a party to this Action.
15 House Counsel does not include Outside Counsel of Record or any other outside
16 counsel.

17 2.10 Non-Party: any natural person, partnership, corporation, association, or
18 other legal entity not named as a Party to this action.

19 2.11 Outside Counsel of Record: attorneys who are not employees of a party
20 to this Action but are retained to represent or advise a party to this Action and have
21 appeared in this Action on behalf of that party or are affiliated with a law firm which
22 has appeared on behalf of that party, and includes support staff.

23 2.12 Party: any party to this Action, including all of its officers, directors,
24 employees, consultants, retained experts, and Outside Counsel of Record (and their
25 support staff).

26 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
27 Discovery Material in this Action.

28 2.14 Professional Vendors: persons or entities that provide litigation support

1 services (e.g., photocopying, videotaping, translating, preparing exhibits or
2 demonstrations, and organizing, storing, or retrieving data in any form or medium)
3 and their employees and subcontractors.

4 2.15 Protected Material: any Disclosure or Discovery Material that is
5 designated as “CONFIDENTIAL” or “CONFIDENTIAL—Attorneys’ Eyes Only.”

6 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
7 from a Producing Party.

8 3. SCOPE

9 The protections conferred by this Stipulation and Order cover not only
10 Protected Material (as defined above), but also (1) any information copied or
11 extracted from Protected Material; (2) all copies, excerpts, summaries, or
12 compilations of Protected Material; and (3) any testimony, conversations, or
13 presentations by Parties or their Counsel that might reveal Protected Material.

14 Any use of Protected Material at trial shall be governed by the orders of the
15 trial judge. This Order does not govern the use of Protected Material at trial.

16 4. DURATION

17 Even after final disposition of this litigation, the confidentiality obligations
18 imposed by this Order shall remain in effect until a Designating Party agrees
19 otherwise in writing or a court order otherwise directs. Final disposition shall be
20 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
21 or without prejudice; and (2) final judgment herein after the completion and
22 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
23 including the time limits for filing any motions or applications for extension of time
24 pursuant to applicable law.

25 5. DESIGNATING PROTECTED MATERIAL

26 5.1 Exercise of Restraint and Care in Designating Material for Protection.
27 Each Party or Non-Party that designates information or items for protection under
28 this Order must take care to limit any such designation to specific material that

1 qualifies under the appropriate standards. The Designating Party must designate for
2 protection only those parts of material, documents, items, or oral or written
3 communications that qualify so that other portions of the material, documents,
4 items, or communications for which protection is not warranted are not swept
5 unjustifiably within the ambit of this Order.

6 Mass, indiscriminate, or routinized designations are prohibited. Designations
7 that are shown to be clearly unjustified or that have been made for an improper
8 purpose (e.g., to unnecessarily encumber the case development process or to impose
9 unnecessary expenses and burdens on other parties) may expose the Designating
10 Party to sanctions.

11 If it comes to a Designating Party's attention that information or items that it
12 designated for protection do not qualify for protection, that Designating Party must
13 promptly notify all other Parties that it is withdrawing the inapplicable designation.

14 5.2 Manner and Timing of Designations. Except as otherwise provided in
15 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
16 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
17 under this Order must be clearly so designated before the material is disclosed or
18 produced.

19 Designation in conformity with this Order requires:

20 (a) for information in documentary form (e.g., paper or electronic
21 documents, but excluding transcripts of depositions or other pretrial or trial
22 proceedings), that the Producing Party affix at a minimum, the legend
23 "CONFIDENTIAL" or "CONFIDENTIAL—Attorneys' Eyes Only" (hereinafter
24 "CONFIDENTIAL legend"), to each page that contains protected material. If only
25 a portion or portions of the material on a page qualifies for protection, the Producing
26 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
27 markings in the margins).

28 A Party or Non-Party that makes original documents available for inspection

1 need not designate them for protection until after the inspecting Party has indicated
2 which documents it would like copied and produced. During the inspection and
3 before the designation, all of the material made available for inspection shall be
4 deemed “CONFIDENTIAL” or “CONFIDENTIAL—Attorneys’ Eyes Only.” After
5 the inspecting Party has identified the documents it wants copied and produced, the
6 Producing Party must determine which documents, or portions thereof, qualify for
7 protection under this Order. Then, before producing the specified documents, the
8 Producing Party must affix the “CONFIDENTIAL legend” to each page that
9 contains Protected Material. If only a portion or portions of the material on a page
10 qualifies for protection, the Producing Party also must clearly identify the protected
11 portion(s) (e.g., by making appropriate markings in the margins).

12 (b) for testimony given in depositions the Designating Party may either (i)
13 identify on the record, before the close of the deposition, all “CONFIDENTIAL”
14 testimony, by specifying all portions of the testimony that qualify as
15 “CONFIDENTIAL” or “CONFIDENTIAL—Attorneys’ Eyes Only” or (ii)
16 designate the entirety of the testimony at the deposition, including the exhibits, as
17 “CONFIDENTIAL” (before the deposition is concluded) or “CONFIDENTIAL—
18 Attorneys’ Eyes Only” with the right to identify more specific portions of the
19 testimony as to which protection is sought within 30 days following receipt of the
20 deposition transcript. In circumstances where portions of the deposition testimony
21 are designated for protection, the transcript pages containing “CONFIDENTIAL”
22 information may be separately bound by the court reporter, who must affix to the top
23 of each page the legend “CONFIDENTIAL” or “CONFIDENTIAL—Attorneys’
24 Eyes Only” as instructed by the Designating Party.

25 (c) for information produced in some form other than documentary and for
26 any other tangible items, that the Producing Party affix in a prominent place on the
27 exterior of the container or containers in which the information is stored the legend
28 “CONFIDENTIAL” or “CONFIDENTIAL—Attorneys’ Eyes Only.” If only a

1 portion or portions of the information warrants protection, the Producing Party, to
2 the extent practicable, shall identify the protected portion(s).

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
4 failure to designate qualified information or items does not, standing alone, waive
5 the Designating Party's right to secure protection under this Order for such material.
6 Upon timely correction of a designation, the Receiving Party must make reasonable
7 efforts to assure that the material is treated in accordance with the provisions of this
8 Order.

9 5.4 Designation of "CONFIDENTIAL—Attorneys' Eyes Only": If a
10 Producing Party believes in good faith that, despite the provisions of this Protective
11 Order, there is a substantial risk of identifiable harm to the Producing Party or a Non-
12 Party if particular documents it designates as "Confidential" are disclosed to all other
13 parties or non-parties to this action, the Producing Party may designate those
14 particular documents as "CONFIDENTIAL—Attorneys' Eyes Only."

15 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

16 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
17 designation of confidentiality at any time that is consistent with the Court's
18 Scheduling Order.

19 6.2 Meet and Confer. The Challenging Party shall initiate an attempt to
20 meet and confer concerning the designation of confidentiality within 10 days from
21 the date the challenge is made. If the parties are unable to resolve the dispute, the
22 Challenging Party may seek appropriate relief from the court.

23 6.3 The burden of persuasion in any such challenge proceeding shall be on
24 the Designating Party. Frivolous challenges, and those made for an improper
25 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
26 parties) may expose the Challenging Party to sanctions. Unless the Designating
27 Party has waived or withdrawn the confidentiality designation, all parties shall
28 continue to afford the material in question the level of protection to which it is

entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional

Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) any deposition or non-trial hearing witness in the Action who previously did not have access to the Protected Material; provided, however, that each such witness given access to Protected Material shall be advised that such Materials are being disclosed pursuant to, and are subject to, the terms of this Stipulation and Protective Order and that they may not be disclosed other than pursuant to its terms;

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions; and

(j) any other person that the Designating Party agrees to in writing.

7.3 Disclosure of “CONFIDENTIAL—Attorneys’ Eyes Only” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, access to and/or disclosure of materials designated as “CONFIDENTIAL—Attorneys’ Eyes Only” shall be permitted only to the following individuals:

(a) the Receiving Party’s House Counsel and Outside Counsel of Record in this Action, as well as employees of said Counsel to whom it is reasonably necessary to disclose the information for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

1 (i) any mediator or settlement officer, and their supporting personnel,
2 mutually agreed upon by any of the parties engaged in settlement discussions; and

3 (j) any other person that the Designating Party agrees to in writing.

4 This provision shall not bar any attorney herein in the course of rendering
5 advice to his/her client with respect to this litigation from conveying to the Party
6 client his/her evaluation of “CONFIDENTIAL—Attorneys’ Eyes Only”
7 information produced or exchanged herein, but only in general terms as opposed to
8 the specific information, provided, however, that in rendering such advice and
9 otherwise communicating with his/her client, the attorney shall deliver a copy of this
10 Stipulation and Protective Order to such person, and shall explain that such person
11 is bound to follow the terms of such Order, and shall secure the signature of such
12 person on a statement in the “Acknowledgment and Agreement to Be Bound”
13 attached hereto as Exhibit A.

14 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
15 IN OTHER LITIGATION

16 If a Party is served with a subpoena or a court order issued in other litigation
17 that compels disclosure of any information or items designated in this Action as
18 “CONFIDENTIAL” or “CONFIDENTIAL—Attorneys’ Eyes Only” that Party
19 must:

20 (a) promptly notify in writing the Designating Party. Such notification
21 shall include a copy of the subpoena or court order;

22 (b) promptly notify in writing the party who caused the subpoena or order
23 to issue in the other litigation that some or all of the material covered by the
24 subpoena or order is subject to this Protective Order. Such notification shall include
25 a copy of this Stipulated Protective Order; and

26 (c) cooperate with respect to all reasonable procedures sought to be
27 pursued by the Designating Party whose Protected Material may be affected.

28 If the Designating Party timely seeks a protective order, the Party served

1 with the subpoena or court order shall not produce any information designated in
2 this action as “CONFIDENTIAL” or “CONFIDENTIAL—Attorneys’ Eyes Only”
3 before a determination by the court from which the subpoena or order issued, unless
4 the Party has obtained the Designating Party’s permission. The Designating Party
5 shall bear the burden and expense of seeking protection in that court of its
6 confidential material and nothing in these provisions should be construed as
7 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
8 directive from another court.

9 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
10 PRODUCED IN THIS LITIGATION

11 (a) The terms of this Order are applicable to information produced by a
12 Non-Party in this Action and designated as “CONFIDENTIAL” or
13 “CONFIDENTIAL—Attorneys’ Eyes Only.” Such information produced by Non-
14 Parties in connection with this litigation is protected by the remedies and relief
15 provided by this Order. Nothing in these provisions should be construed as
16 prohibiting a Non-Party from seeking additional protections.

17 (b) In the event that a Party is required, by a valid discovery request, to
18 produce a Non-Party’s confidential information in its possession, and the Party is
19 subject to an agreement with the Non-Party not to produce the Non-Party’s
20 confidential information, then the Party shall:

21 (1) promptly notify in writing the Requesting Party and the Non-Party
22 that some or all of the information requested is subject to a confidentiality agreement
23 with a Non-Party;

24 (2) promptly provide the Non-Party with a copy of the Stipulated
25 Protective Order in this Action, the relevant discovery request(s), and a reasonably
26 specific description of the information requested; and

27 (3) make the information requested available for inspection by the
28 Non-Party, if requested.

1 (c) If the Non-Party fails to seek a protective order from this court within
2 14 days of receiving the notice and accompanying information, the Receiving Party
3 may produce the Non-Party's confidential information responsive to the discovery
4 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
5 not produce any information in its possession or control that is subject to the
6 confidentiality agreement with the Non-Party before a determination by the court.
7 Absent a court order to the contrary, the Non-Party shall bear the burden and
8 expense of seeking protection in this court of its Protected Material.

9 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

10 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
11 Protected Material to any person or in any circumstance not authorized under this
12 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
13 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
14 to retrieve all unauthorized copies of the Protected Material, (c) inform the person
15 or persons to whom unauthorized disclosures were made of all the terms of this
16 Order, and (d) request such person or persons to execute the "Acknowledgment and
17 Agreement to Be Bound" that is attached hereto as Exhibit A.

18 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
19 PROTECTED MATERIAL

20 The production of privileged or work-product protected material, whether
21 inadvertent or otherwise, is not a waiver of the privilege or protection from
22 discovery in this case or in other federal or state proceeding. This order shall be
23 interpreted to provide the maximum protection allowed by Federal Rule of Evidence
24 502(d). Subject to the provisions of this order, if the Producing Party discloses
25 information in connection with this case that the Producing Party thereafter claims
26 to be privileged or protected by the attorney-client privilege or work product
27 protection (i.e., "Privileged Information"), the disclosure of that Privileged
28 Information will not constitute or be deemed a waiver or forfeiture—in this or any

1 other action—of any claim of privilege or work product protection that the
2 Producing Party would otherwise be entitled to assert with respect to the Privileged
3 Information and its subject matter.

4 11.1 Notification Requirements; Best Efforts of Receiving Party. A
5 Producing Party must promptly notify the Receiving Party receiving the Privileged
6 Information, in writing, that it has disclosed that Privileged Information without
7 intending a waiver by the disclosure. Upon such notification, the Receiving Party
8 must—unless it contests the claim of attorney-client privilege or work product
9 protection in accordance with Paragraph 11.1(a) in which case it will follow the
10 procedures outlined below—promptly (i) notify the Producing Party that it will
11 make best efforts to identify and return, sequester or destroy (or in the case of
12 electronically stored information, delete) the Privileged Information and any
13 reasonably accessible copies it has, (ii) provide a certification that it has ceased
14 further review, dissemination, and use of the Privileged Information, and (iii)
15 provide a certification that the Privileged Information has been destroyed or
16 returned. Within five (5) business days of receipt of the notification from the
17 Receiving Party, the Producing Party must produce a privilege log setting forth the
18 basis for the claim of privilege. For purposes of this order, Privileged Information
19 that has been stored on a source of electronically stored information that is not
20 reasonably accessible, such as backup storage media, is sequestered. If such data is
21 retrieved, the Receiving Party must promptly take steps to delete or sequester the
22 restored Privileged Information. If a Receiving Party contests the claim of privilege
23 being made pursuant to Paragraph 11.1(a) below, the Receiving Party must
24 promptly (i) notify the producing Party of its claim in writing, (ii) take immediate
25 steps to cease further review, dissemination or use of the Privileged Information,
26 and (iii) confirm in writing that it has complied with Paragraph 11.1 and further
27 certify the destruction or return of Privileged Information.

28 (a) Contesting Claim of Privilege or Work Product Protection. If the

1 Receiving Party contests the claim of attorney-client privilege or work product
2 protection, the Receiving Party must—within five (5) business days of receipt of the
3 Producing Party’s privilege log—move the Court for an Order compelling disclosure
4 of the information claimed as unprotected (a “Disclosure Motion”). The Disclosure
5 Motion must be filed under seal and must not assert as a ground for compelling
6 disclosure the fact or circumstances of the disclosure. Pending resolution of the
7 Disclosure Motion, the Receiving Party must not use the challenged information in
8 any way or disclose it to any person other than those required by law to be served
9 with a copy of the sealed Disclosure Motion.

10 (b) The parties may stipulate to extend the time periods set forth in the
11 preceding paragraphs.

12 (c) Attorney’s Ethical Responsibilities. Nothing in this order overrides any
13 attorney’s ethical responsibilities to refrain from examining or disclosing materials
14 that the attorney knows or reasonably should know to be privileged and to inform the
15 Producing Party that such materials have been produced.

16 (d) If a Party receiving Information has reason to believe that Disclosed
17 Information may reasonably be subject to a claim of privilege, then the Party
18 receiving such information shall immediately sequester the information, cease using
19 the information and cease using any work product containing the information, and
20 shall inform the Party that disclosed such information of the beginning BATES
21 number of the document or, if no BATES number is available, shall otherwise inform
22 the Party that made the disclosure of such information. If a Receiving Party learns
23 that, by inadvertence or otherwise, it has disclosed Privileged Information to any
24 person or in any circumstance not authorized under this Order, the Receiving Party
25 must immediately (a) notify in writing the Designating Party of the unauthorized
26 disclosures, (b) use its best efforts to retrieve and/or certify destruction of all
27 unauthorized copies of the Privileged Information, (c) inform the person or persons
28 to whom unauthorized disclosures were made of all the terms of this Order, and (d)

1 request such person or persons to execute the “Acknowledgment and Agreement to
2 Be Bound” that is attached hereto as Exhibit A.

3 12. MISCELLANEOUS

4 12.1 Right to Further Relief. Nothing in this Order abridges the right
5 of any person to seek its modification by the Court in the future.

6 12.2. Right to Assert Other Objections. By stipulating to the entry of
7 this Protective Order no Party waives any right it otherwise would have to object to
8 disclosing or producing any information or item on any ground not addressed in this
9 Stipulated Protective Order. Similarly, no Party waives any right to object on any
10 ground to use in evidence of any of the material covered by this Protective Order.

11 12.3 Filing Protected Material. A Party that seeks to file under seal
12 any Protected Material must comply with Civil Local Rule 141. Protected Material
13 may only be filed under seal pursuant to a court order authorizing the sealing of the
14 specific Protected Material at issue. If a Party's request to file Protected Material
15 under seal is denied by the court, then the Receiving Party may file the information
16 in the public record unless otherwise instructed by the court.

17 12.4 After this Stipulated Protective Order has been signed by counsel
18 for all Parties, it shall be presented to the Court for entry. Counsel agree to be bound
19 by the terms set forth herein with regard to any Confidential Materials that have
20 been produced before the Court signs this Stipulated Protective Order.

21 12.5 A copy of this Stipulated Protective Order shall be served with
22 any subpoena or deposition notice compelling the production of documents or
23 information from any third party.

24 13. FINAL DISPOSITION

25 After the final disposition of this Action, as defined in paragraph 4, within 60
26 days of a written request by the Designating Party, each Receiving Party must return
27 all Protected Material to the Producing Party or destroy such material. As used in
28 this subdivision, “all Protected Material” includes all copies, abstracts,

1 compilations, summaries, and any other format reproducing or capturing any of the
2 Protected Material. Whether the Protected Material is returned or destroyed, at the
3 request of the Designating Party, the Receiving Party must submit a written
4 certification to the Producing Party (and, if not the same person or entity, to the
5 Designating Party) by the 60 day deadline that (1) identifies (by category, where
6 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
7 that the Receiving Party has not retained any copies, abstracts, compilations,
8 summaries or any other format reproducing or capturing any of the Protected
9 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
10 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
11 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
12 work product, and consultant and expert work product, even if such materials
13 contain Protected Material. Any such archival copies that contain or constitute
14 Protected Material remain subject to this Protective Order as set forth in Section 4
15 (DURATION).

16 14. Any violation of this Order may be punished by any and all appropriate
17 measures including, without limitation, contempt proceedings and/or monetary
18 sanctions.

19 15. This Stipulated Protective Order may be executed in counterparts.
20

21 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
22

23 Dated: December 22, 2023

JONES DAY

24
25 By: /s/ Rick Bergstrom
Rick Bergstrom

26 Attorneys for Defendant MICRON
27 TECHNOLOGY INC.
28

1 Dated: December 21, 2023

KING & SIEGEL LLP

2
3 By: /s/ Robert J. King (as authorized on
4 12/21/2023)

Julian Burns King

Robert J. King

Erum Siddiqui

7 Attorneys for Plaintiff ROBERT
8 BIELBY

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12 **ORDER**

13 **GOOD CAUSE APPEARING**, the Court hereby approves this Stipulation
14 and Protective Order.

15 **IT IS SO ORDERED.**

16 Dated: January 3, 2024

17 

18 CAROLYN K. DELANEY

19 UNITED STATES MAGISTRATE JUDGE
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Eastern District of
California on _____ [date] in the case of *Bielby v. Micron Technology, Inc.* (Case No. 2:23-cv-02356-KJM-CKD). I agree to comply with and to be bound
by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not disclose
in any manner any information or item that is subject to this Stipulated Protective
Order to any person or entity except in strict compliance with the provisions of this
Order.

I further agree to submit to the jurisdiction of the United States District Court for
the Eastern District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print
or type full name] of _____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____